

Name of Works: **SERVICE CONTRACT FOR CALIBRATION OF MEASURING INSTRUMENTS (WEIGHTS, THERMOMETERS, VOLUMETRIC FLASKS) OF PLANT LAB, BHEL-TRICHY FOR YEAR 2020**

Enquiry No.: **BHEL-TRY/ WCM/9472000039 / 14.03.2020**

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER

1.	Tender Ref No:	BHEL-TRY/ WCM/9472000039 / 14.03.2020
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works	SERVICE CONTRACT FOR CALIBRATION OF MEASURING INSTRUMENTS (WEIGHTS, THERMOMETERS, VOLUMETRIC FLASKS) OF PLANT LAB, BHEL-TRICHY FOR YEAR 2020
4.	Location of work	VENDORS WORKS (Calibration Lab)
5.	Period of contract	Two months from the date of award of contract.
6.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)
7.	Contents of Tender Document.	<u>A] Part-I Technical Bid</u> <u>Pages</u> ANNEX-1A (Technical Bid-Qualifying Criteria) 04 ANNEX -1B (Scope of Work & Technical Terms and Conditions) 02 ANNEX -1C (General Terms & Conditions of Contract) 09 ANNEX -1D(Special Terms & Conditions of Contract) 01 ANNEX - A (No deviation certificate) 01 ANNEX - B (EFT Format) 01 ANNEX - C (CA Certificate for MSE Bidder) 01 ANNEX –D (EMD payment Instruction E-COLLECT) 01 <u>B] Part- II Price Bid</u> <u>Pages</u> ANNEX –II (Price bid) 02
8.	Submission of offer	To be submitted electronically by logging to e-procurement portal https://bhel.abcprocure.com
9.	Contact details for queries related to tender	Satya Prakash, Dy. Manager / WCM; 0431 257 5242; e-mail: satyaprakash@bhel.in Philip P G, DGM/ WCM; 0431 257 1913; e-mail: philip@bhel.in
10.	Contact details for queries related to scope of work	Shri K SRINIVASAN, SR. ENGINEER / PLANT LAB 0431 257 1091; e-mail : vasanks@bhel.in
11.	Due date for submission of offer	26.03.2020/ 14:30 Hrs.
12.	Due date for opening of Techno -Commercial Bid	26.03.2020/ 14:45 Hrs.

INSTRUCTIONS TO THE TENDERER

- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

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- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Check list for submission of offer

Sl. No	Description	Remarks
1	Details of Earnest Money Deposit amount as per B: Pre-qualification criteria : Earnest money deposit(EMD).	☐ uploaded / ☐ Not uploaded
	a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening). b. EMD is waived off based on submission of notarized copy of UAM Certificate along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.	
Sl. No	Description	Remarks
2	Details and documentary evidence for Part-I: Technical Bid to meet the pre-qualification criteria as per following details.	☐ uploaded / ☐ Not uploaded
2.1	Copy of documentary evidence in support of Status of the Enterprise/ Company/ Firm as indicated in pre-qualification criteria.	☐ uploaded / ☐ Not uploaded
2.2	Copy of documentary evidence to meet the technical competency as per C: "Pre- qualification Criteria: Technical competency" of technical bid.	☐ uploaded / ☐ Not uploaded
2.3	Copy of Income Tax Registration (PAN)	☐ uploaded / ☐ Not uploaded

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2.4	Copy of Goods and Service Tax (GST) Registration Document	☐ uploaded / ☐ Not uploaded
2.5	Duly signed and Sealed copy of “No Deviation Certificate” in letterhead as per enclosed Annexure-A of tender document	☐ uploaded / ☐ Not uploaded
2.6	Vendor to quote for all items of tender.	☐ Accepted / ☐ Not Accepted
2.7	Applicable GST (%) against the scope of work	To be confirmed in e-procurement portal
3	Rates quoted as per Price bid format available on e-portal.	☐ Quoted as per tender format / ☐ Not Quoted as per tender
4	All the information and relevant documents as asked in tender.	☐ uploaded / ☐ Not uploaded
Note: Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer		

PART-I (TECHNO COMMERCIAL BID)

A: (Bidders Profile)

1.	Name of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	To be filled in e-procurement portal
3.	Registered Address of Enterprise/ Company/ Firm	To be filled in e-procurement portal
4.	Contact Details : Landline /Mobile number:.	To be filled in e-procurement portal
5.	E-mail Address for communication w.r.t tender / award of work.	To be filled in e-procurement portal
6.	Name and Contact details of person for communication related to Tender	To be filled in e-procurement portal
7.	BHEL Vendor Code (If any)	To be filled in e-procurement portal (If vendor code is not available, kindly upload the RTGS Format duly filled and signed as per Annexure-C along with cancelled cheque leaf)

NOTE:

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & status of firm

1	1. EMD: Earnest Money Deposit (EMD) Amount: ₹ 730/- (Rupees Seven hundred and thirty only) EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure -C for making EMD payment through SBI-E collect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable. EMD is waived off based on submission of Copy of UAM certificate along with CA Certificate (As per Annexure-D of tender document) issued for latest financial year ending on 31st March 2019/ Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-D of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. Copy of above documents Notarized / Attested by gazetted officer to be enclosed)	DD/ FDR / PAY ORDER DETAILS: AMOUNT: ₹ INST. NO: INST. DATE: ISSUING BANK: OR RTGS PAYMENT DETAILS: AMOUNT: ₹ RECEIPT NO: RECEIPT DATE: BANK DETAILS: OR MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL <i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>
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2.	Status of the firm as Sole Proprietorship / Partnership / Private Limited Company / Public Limited Company / Public Sector / Govt. Org / Others. (Vendor to provide the details and copy of document in support of above)	Status:..... Reg. No: Reg. Date:
Following documents may be uploaded based on status of Enterprise/ Company/ Firm.		
2.1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2.2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
2.4	Others	Relevant document.
<i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>		

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B: Pre- qualification Criteria: Technical competency and Statutory requirements & acceptance to Tender terms & conditions

1	Valid NABL accreditation to Calibrate the instruments listed in bill of quantity, scope of work or shall render the services of laboratory having valid NABL accreditation to Calibrate the instruments listed in bill of quantity, scope of work	NABL Accreditation details to be provided in e-procurement portal Copy of Valid NABL Accreditation to be uploaded ☐ Uploaded / ☐ Not Uploaded
2	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN details to be provided in e-procurement portal Copy of Income Tax Registration to be uploaded ☐ Uploaded / ☐ Not Uploaded
3	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST details to be provided in e-procurement portal Copy of GST Registration to be uploaded ☐ Uploaded / ☐ Not Uploaded
4	Duly signed and Sealed copy of “ No deviation certificate ” in letterhead as per enclosed Annexure-A of tender document in Enterprise/ Company/ Firm letterhead.	☐ Uploaded / ☐ Not Uploaded
5	Vendor to quote for all items of tender.	Acceptance to be provided in E-procurement portal
6	Applicable GST % against the scope of work	GST % applicable to be provided in e-procurement portal (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>		

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY

SL NO	Description of Work	UOM	Approximate Qty.	% Allocation
1	Calibration of Weights (20 mg to 2 Kg) 1 Set comprises of 16 nos. of weights ranging from 20mg to 2 kg.	Set	1	21.95%
2	Calibration of Thermometers (Range : 90 Degree C to 370 Degree C) 1 Set comprises of 02 nos.of thermometers	Set	1	4.87%
3	Calibration of Thermometer (Range : -10 Degree C to 110 Degree C) Qty: 1 No	Number	1	2.44%
4	Calibration of Thermometers (Range : -5 Degree C to 110 Degree C) Qty: 1 No	Number	1	2.44%
5	Calibration of Thermometers (Range : 0 Degree C to 150 Degree C) Qty: 1 No	Number	1	2.44%
6	Calibration of Thermometers (Range : 40 Degree C to 85 Degree C) Qty: 1 No	Number	1	2.44%
7	Calibration of Thermometers (Range : 0 Degree C to 45 Degree C) Qty: 1 No	Number	1	2.44%
8	Calibration of Wet & Dry Bulb Thermometers (Range : 05 Degree C to 50 Degree C) 1 Set comprises of 02 nos.of thermometers	Set	1	9.76%
9	Calibration of Standard Volumetric Flask 500 ml 1 Set comprises of 03 nos. of flask	Set	1	14.63%
10	Calibration of Standard Volumetric Flask 250 ml 1 Set comprises of 02 nos. of flask	Set	1	9.76%
11	Calibration of Standard Volumetric Flask 100 ml Qty: 1 No.	Number	1	4.87%
12	Calibration of Burette Range: 50 ml 1 Set comprises of 02 nos. of Burette	Set	1	9.76%
13	Calibration of Burette Range: 25 ml 1 Set comprises of 02 nos. of Burette	Set	1	9.76%
14	Calibration of Digital Stop Watch Range: 0 to 30 mins. Qty: 1 No.	Number	1	2.44%

B. SCOPE OF WORK

NABL Accredited LAB (ISO 17025 accreditation):

Calibration shall be performed as per manufacturer's recommended procedure / lab approved procedure based on standard measurement practices traceable to national standards. NABL logo should be with calibration certificates.

Following details of instrument shall be mentioned in the calibration certificate:

Calibrated for Tag / Identification Number, Make, Model, Range, Resolution, Standard(s) used, Class of weights, Accuracy, expanded uncertainty and confidence level, Quantity, Unique Serial Number and Location of Instruments, Traceability of Calibration to PSL or equivalent National or International Standards, Calibration Condition and Procedure, Calibration Results, next due date of Calibration need not to be mentioned, Remarks with 'K' factor.

LAB CALIBRATION: Instruments which need to be calibrated will be dispatched and collected through BHEL representative. The same shall be calibrated and returned without damage.

BHEL Scope of Work: To and fro transportation of equipment up to vendor works (Calibration Lab).

C. CONTRACT PERIOD AND PLACE OF WORK:

1. Duration of the contract: **Two months** from the date of award of contract.
Delivery Schedule:
The calibration shall be done within one week of deposition of instruments at vendors works.
2. The work shall be carried out at **vendors works (Calibration Lab)**.

D. LIQUIDATED DAMAGES (LD)/PENALTY:

Penalty @ 0.5 % of order value per week of delay in execution of work as per delivery schedule of scope of work or part thereof subject to maximum of 10 % of total order value.
In case of any amendment / revision, Penalty shall be linked to the amended / revised PO value.

E. PAYMENT TERMS:

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive) Payment shall be made after 45 days of submission of bill complete in all respect.
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance may be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. Deviations:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to be carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹ 2,00,000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.
- iv) "GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall

ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

12. Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

13. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

14. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

15. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions

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the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

16. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

17. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

18. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

19. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

20. Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

21. Arbitration:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

22. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

23. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

24. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or

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power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

25 FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

26. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

27. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

28.Preference to Make in India:

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

29.PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS & START UP FIRMS:

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2019** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years

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is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. *Definitions of MSEs owned by SC/ST is under:*

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. *Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.*

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

1. In case splitting is proposed in tender, minimum **25 %** or minimum value proposed for a vendor (whichever is higher) will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.

(Minimum of 3% is reserved for women owned MSEs and 6.25% for MSEs owned by SC/ST out of above mentioned 25% or minimum value proposed for a vendor)

In case no splitting is proposed in tender, 100 % work will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.

2. Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

1. The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
2. Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
 - a. The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

1. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
2. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. **The work will be awarded on Package Wise L1 basis.**
3. In case there are more than one L1 bidders for respective schedules, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

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PART-I (No Deviation Certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

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I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

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Annexure-B

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Annexure – C

Certificate by Chartered Accountant on letter head for MSE bidder

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** dtd:, Category:(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :
Rs.Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs.Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-D

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE: (PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Annexure-II

PART-II (PRICE BID)
(FOR REFERENCE ONLY)

SL NO	Description of Work	UOM	Approx. Qty. (A)	% Allocation	Lump sum value for the entire scope of work (₹)
1	Calibration of Weights (20 mg to 2 Kg) 1 Set comprises of 16 nos. of weights ranging from 20mg to 2 kg.	Set	1	21.95%	₹__To be filled through e-procurement portal __
2	Calibration of Thermometers (Range : 90 Degree C to 370 Degree C) 1 Set comprises of 02 nos.of thermometers	Set	1	4.87%	
3	Calibration of Thermometer (Range : -10 Degree C to 110 Degree C) Qty: 1 No	Number	1	2.44%	
4	Calibration of Thermometers (Range : -5 Degree C to 110 Degree C) Qty: 1 No	Number	1	2.44%	
5	Calibration of Thermometers (Range : 0 Degree C to 150 Degree C) Qty: 1 No	Number	1	2.44%	
6	Calibration of Thermometers (Range : 40 Degree C to 85 Degree C) Qty: 1 No	Number	1	2.44%	
7	Calibration of Thermometers (Range : 0 Degree C to 45 Degree C) Qty: 1 No	Number	1	2.44%	
8	Calibration of Wet & Dry Bulb Thermometers (Range :05Degree C to 50 Degree C) 1 Set comprises of 02 nos.of thermometers	Set	1	9.76%	
9	Calibration of Standard Volumetric Flask 500 ml 1 Set comprises of 03 nos. of flask	Set	1	14.63%	
10	Calibration of Standard Volumetric Flask 250 ml 1 Set comprises of 02 nos. of flask	Set	1	9.76%	
11	Calibration of Standard Volumetric Flask 100 ml Qty: 1 No.	Number	1	4.87%	
12	Calibration of Burette Range: 50 ml 1 Set comprises of 02 nos. of Burette	Set	1	9.76%	
13	Calibration of Burette Range: 25 ml 1 Set comprises of 02 nos. of Burette	Set	1	9.76%	
14	Calibration of Digital Stop Watch Range: 0 to 30 mins. Qty: 1 No.	Number	1	2.44%	

(VENDOR SHALL QUOTE THE RATES / OFFER VALUE ONLY IN e-PROCUREMENT PORTAL)

Illustration for arriving the rates for individual items of BOQ by BHEL for the total amount quoted by the vendor

Vendor shall only quote the total amount for the work and not the individual rates for every item of BOQ. The amount quoted shall include all taxes except GST. Applicable GST would be paid extra.

The rates for the individual items of BOQ would be arrived by BHEL as follows:

In this illustration, assume there are 2 items in the BOQ.

The respective quantity and Percentage allocation is specified as below.

Assuming the amount quoted by a vendor is ₹ 10,00,000/- (₹Ten lakhs) for the entire package for the given quantity below,

Item	Quantity	% allocation
1	12130	97.51%
2	302	2.49%

Value and unit rate for Item:1

Amount allocated for item 1 would be = $97.51\% \times 10,00,000$ (since % allocation is 97.51% for this item)
= ₹ 9,75,100 /-

Hence the rate for item 1 would be = ₹ 9,75,100 / 12130 = ₹ 80.38/-

In the same manner the rates for all other items would be arrived as follows,

Value and unit rate for Item:2

Amount allocated for item 2 would be = $2.49\% \text{ of } 10,00,000/- = ₹24,900/-$

Unit rate for item-2 would be = ₹ 24,900 / 302
= ₹82.45/-

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor

NOTES

1. The rate quoted shall remain firm and valid for entire Contract period. no extra payment will be reimbursed to the contractor by BHEL.
2. **The Tenderer has to quote lump sum / package value only. Individual rates for each item shall be arrived based on % allocation for each item. Illustration for arriving at unit rate is detailed above.**
3. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
4. Quotation should be valid for a period of 180 days from the date of Tender opening
5. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
6. In case of more than one L1 bidders, BHEL shall invite revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. **No pre conditions other than tender terms & conditions will be entertained by BHEL.**